

Annual Contract Competitive Proposal Request A20-0570		CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION		RESPONSES MUST BE RECEIVED BY: August 28, 2020 11:00 AM CST	
TITLE: Annual Contract A20-0606 for FIREFIGHTING HELMET			RETURN BID TO: PURCHASING DIVISION		
FILE NO: A20-0606 REQ NO:			<u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821		<u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
AD DATES: 8/10 & 8/17					
SHIP TO ADDRESS: BATON ROUGE FIRE DEPT. 8011 Merle Gustafson Baton Rouge, LA 70807			Contact Regarding Inquiries: Purchasing Analyst : Arvin F. Jones Telephone Number: 225-389-3259 x 310 Email: afjones@brla.gov		
VENDOR NAME			MAILING ADDRESS		
REMIT TO ADDRESS			CITY, STATE, ZIP		
TELEPHONE NO.		FAX NO.	E-MAIL		
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER			TITLE		
AUTHORIZED SIGNATURE			PRINTED NAME		
QUESTIONS TO BE COMPLETED BY VENDOR:					
1. _____STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.					
2. _____% discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.					
3. _____STATE ENUMERATED ADDENDA RECEIVED (IF ANY) award consideration.					

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30
ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Bidders or their authorized representatives are invited via teleconference with the information below on the date and time of this bid opening joining by phone +1-408-418-9388 United States Toll Access code: 263 373 080 (followed by the # button).
30. Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):
31. United States Toll (Boston) +1-617-315-0704
32. United States Toll (Chicago) +1-312-535-8110
33. United States Toll (Dallas) +1-469-210-7159
34. United States Toll (Denver) +1-720-650-7664
35. United States Toll (Jacksonville) +1-904-900-2303
36. United States Toll (Los Angeles) +1-213-306-3065
37. This teleconference number will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening
38. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

39. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

40. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a

specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. **08-18-2020**.

INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
P. O. Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brla.gov.
or Fax (225) 389-4841

Exhibit “A” All items are to be bid per the attached specifications. Helmets shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2013 Edition (Pertaining to Structural Fire Helmets).

Item No.	Description	Est. Annual Usage	Unit of Measure	Unit Price	Unit Total
0001.	FIRE FIGHTING HELMETS PER THE ATTACHED SPECIFICATION DATED August 2020 GLOSSY WHITE Product Bid _____	300	EACH	\$_____	\$_____
0002.	FIRE FIGHTING HELMETS PER THE ATTACHED SPECIFICATION DATED August 2020 BLACK MATE Product Bid _____	300	EACH	\$_____	\$_____
0003.	Replacement 6” Leather front Product Bid _____	300	EACH	\$_____	\$_____
0004.	Replacement Leather brow pad Product Bid _____	300	EACH	\$_____	\$_____
0005.	Replacement Face shield Product Bid _____	300	EACH	\$_____	\$_____
0006.	Replacement Hardware Product Bid _____	300	EACH	\$_____	\$_____
0007.	Replacement retro-reflective trim Product Bid _____	300	EACH	\$ _____	\$ _____

City of Baton Rouge
Parish of East Baton Rouge
Purchasing Division

Specifications:

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

Specification for
Fire Fighting Helmets
August, 2020

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

GENERAL: The intent of this proposal is to provide for the purchase and delivery of Traditional Structural Fire Fighting Helmets comparable to Bullard USTM Traditional Style Structural firefighting Helmet or approved equal as specified below. If bidding an equivalent, bidders should enclose with their bid two (2) copies of detailed manufacturers specifications on the product being bid including a complete list of any deviations from the specifications as listed below. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. The bidder will be allowed (7) seven days to submit proper specification documents on equivalent items.

The traditional style helmet shall be specifically designed and constructed for structural firefighting and rescue activities. Helmets are to protect the firefighter from head and neck injuries related to structural firefighting activities.
New uniforms as specified below must be furnished for all existing employees and as needed for additional employees.

DELIVERY MUST BE MADE WITHIN 14 DAYS AFTER RECEIPT OF ORDER.

Any remaining quantity ordered will be for new employees and/or replacements.

- Helmets shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2013 Edition (Pertaining to Structural Fire Helmets).

This bid shall be awarded ALL or NONE!

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.		MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked "NO") Fire Fighting Helmets shall meet the specifications established for the requirement for the Fire Fighter Personnel.		YES	NO
Specifications for Helmets:			
All helmets, parts, and components shall be manufactured in the United States			
A sample helmet meeting the requirements of this specification shall be supplied for inspection and verification of compliance by each manufacturer whose distributor is submitting a bid.			
Only one helmet per manufacture is required. Upon request the helmet must be received to the Purchasing Division, Attn: Arvin Jones, 222 St. Louis St. RM 826, Baton Rouge, LA 70802, seven (7) days after request has been made or the bid shall be deemed as non-responsive.			
Physical Configuration:			
The basic helmet shall be a flared, rear-brim design with a length of 15-5/8", a width of 12-1/4" (at the face shield hardware) and a height of 7"			
Shell:			
The helmet shell shall be of Traditional style with 4 primary and 4 secondary ribs bisecting the dome.			
The shell shall be comprised of a composite fiberglass with a thermoset resin.			
Color pigment shall be added to the resin as part of the manufacturing process that molds the helmet.			
The shell on black helmets shall be a non-glossy Matte style finish or approved equal.			
White helmets may contain matching paint with a gloss finish and applied to the outer/inner shell of the helmet.			
The edge of the composite shell shall have an aluminum reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless steel clip and D-ring fastened by a stainless steel rivet.			
The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2013 Section 5-1.7.4 Heat Resistance requirements.			
A stamped (silk screen not acceptable), embossed, brass sheet front shall be provided in the form of an eagle to be attached by two solid brass bolts and nuts.			
The beak of the eagle shall be formed to hold the top of a leather identification shield.			
Two brass, support arms shall fork and extend downward from the eagle head 3-1/2" from the tip of the eagle beak to form the lower supports for attachment of the leather identification shield.			
An arched, brass bar shall be attached to the two lower support arms of the eagle to form a cross bar support.			
An 8-32 threaded hole shall be provided at the lower support arms of the eagle to accept the two brass screws which hold both the cross bar support and the leather identification shield.			
Leather Front:			
Leather fronts shall be 6". Colors will be black, white, and red with red lettering, silver background with Baton Rouge at top and rank on bottom.			
The center shall be stamped with rank symbol. The quantity and rank of each color will be provided upon award			
Impact Liner System:			
The impact liner shall consist of a urethane foam liner glued to a black high-heat resistant inner shell with a heat deflection temperature > 220° F @ 264 psi.			
The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use.			

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.		MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked "NO") Fire Fighting Helmets shall meet the specifications established for the requirement for the Fire Fighter Personnel.		YES	NO
Impact Liner System:			
The black inner shell shall have four 1" x 3" pieces of adhesive-backed Velcro® hook material attached, two to each side, to secure the ear/neck protector at the sides of the inner shell.			
Impact cap shall not break-away.			
Crown Strap Suspension System			
The crown strap suspension system shall be three 3/4" nylon web straps attached to six nylon keys.			
The keys shall be locked into the lip of the inner shell against the urethane impact liner.			
Ratchet Headband:			
The ratchet portion of the headband shall have a ratchet height adjuster located at the rear of the headband, inside of the inner shell, to permit the ratchet to be positioned for comfort on the nape of the firefighter's head.			
The ratchet must be built by the helmet manufacturer and not a third party.			
This ratchet height adjuster shall permit at least 1" of travel by means of three height adjustment keys for proper fit.			
This independent adjustment component shall have a 3/4" piece of adhesive backed Velcro hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.			
Brow Pad:			
The headband shall be supplied with a fire retardant leather brow pad, backed with foam cushion padding material at the forehead that is removable for laundering and replacement.			
Attachment to the headband with stitching will not be permitted.			
Chinstrap:			
The chinstrap shall be two pieces of 3/4" black Nomex® or approved equal webbing with a super tough nylon quick release buckle and a chrome-plated postman's slide fastener.			
The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield mounting bracket with two stainless steel screws and two stainless steel acorn nuts.			
The long portion of the chinstrap with the female side of the quick-release buckle and the postman's slide fastener shall be attached to the left side of the outer shell in the same manner.			
Chinstrap length shall be at least 24" when measured from one anchor block to the opposite anchor block, when the chinstrap is connected and fully extended.			
Ear / Neck Protector:			
The ear/neck protector shall consist of a 6 oz. rip-stop Nomex or approved equal outer shell backed with two layers of FR cotton flannel for comfort and protection.			
A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell.			
The ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:			
1. 6" from the sides of the helmet brim at the chinstrap			
2. 6-1/2" from the center rear of the helmet brim.			

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.		MEET SPECIFICATIONS	
As a minimum (any non-compliance must be marked "NO") Fire Fighting Helmets shall meet the specifications established for the requirement for the Fire Fighter Personnel.		YES	NO
Face Shield:			
The face shield shall be a hard-coated PPC material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim.			
The face shield shall be certified to meet the optic requirements of ANSI Z87.1-2003 Standard for Eye and Face Protection.			
This certification shall be in addition to compliance with NFPA 1971-2013 requirements for heat and impact performance.			
When mounted, the face shield shall permit a minimum retract ability of 90° in the stowed position.			
The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon hand wheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer and mounting bracket.			
The face shield hardware shall be tested to NFPA 1971-2007-2013 Section 5-2.5 Flame Resistance Test. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws and acorn nuts.			
A thermoplastic spacer washer shall be used to bridge the mounting bracket adjoining the edge beading.			
Retro-reflective Trim			
The outer shell should have eight (8) pentagon-shaped, fluorescent, retro-reflective markings equidistantly located around the circumference of the dome.			
The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting.			
Shall not be Vinyl based reflective materials.			
Color as follows:			
red with a 1" silver strip red			
lime with a 1" silver strip; and lime.			
The quantity and designated markings for firefighter, operator and officer will be provided upon award.			
Warranty			
The manufacturer shall warrant the helmet (excluding face shield) free of defects in material and workmanship, under normal use and service, for a period of two years from the date of manufacture.			
The outer shell shall be warranted for five years.			

ATTACH DEVIATIONS:

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION,
THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective this 01 day of November, 2020, by and between the City of Baton Rouge and Parish of East Baton Rouge (hereinafter called "Owner") and _____ (hereinafter called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number: **A20-0606 "FIREFIGHTING HELMET"**.

Contract Period November 01, 2020 through October 31, 2021

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. The Contractor's Proposal with all attachments.
 - B. The Specifications and
 - C. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the following:

Unit prices will be included and attached at award of contract in an EXHIBIT A
5. RIGHT TO AUDIT: The contractor shall permit the authorized representative of the City-Parish to Periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE

AND PARISH OF EAST BATON ROUGE
Owner

By _____
Sharon Weston Broome, Mayor-President

CONTRACTOR

WITNESS:

By _____

(Typed Name and Title)